

**RECEIVED****MAR 04 2004****OFFICE OF PETITIONS**

Date: February 27, 2004

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**Declaration**

I, Christopher Alan Weinberg ("Weinberg"), of Temecula, California, hereby declare that:

1. Weinberg is engaged in the business of manufacturing, creating, and selling pet products through ADI Pet, a Texas based corporation, doing business as a foreign corporation in the state of California.

2. In and around June 2002, Weinberg invited Van Brown ("Brown") who is the owner of Carolina Prime Pet, of North Carolina, another pet products business, to accompany Weinberg to China. Weinberg's purpose for the trip to China was to find a manufacturer who could assist his company, ADI Pet, in manufacturing a unique meat/pork skin product, conceived of by Weinberg. While in China, Weinberg and Brown together conceived of a unique pet product; particularly a pet product that is a chew in which its middle contains a beef tripe recipe. Brown proposed a beef tripe recipe made through a cold extrusion process. Weinberg proposed incorporating the beef tripe recipe into the central axis of a chew, rather than using the plain meat recipe that he had originally conceived of in the United States.

3. Attached in an Appendix are two confidentiality agreements signed by Chinese nationals in China, agreeing to keep the meat/pork skin product trade secrets of Weinberg and Brown in confidence.

4. Brown and Weinberg, through the law firm of Adams, Schwartz & Evans, P.A., approximately a month after conception, filed on September 12, 2002 a provisional

application having a serial number of 60/410,098 with both parties correctly stated as co-inventors.

5. Soon after the provisional application cited above was filed, Brown informed Weinberg that Brown did not have the necessary equipment to make the cold extrusion beef tripe and offered to contract out to another company for manufacturing purposes. But, this prospective outsource company's price was 46% higher than what Weinberg and Brown had previously discussed. Additionally, Weinberg concluded that exporting perishable extruded beef tripe from the U.S.A. to China posed a risk level that was too great. Thereafter, Weinberg started his own investigation; trying to find a suitable and cost-effective extrusion manufacturer in China.

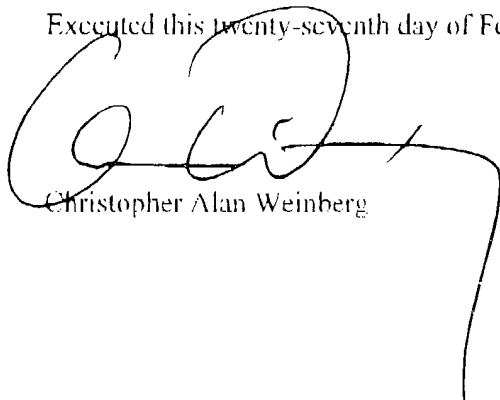
6. Working separately, after Weinberg was made aware of Brown's inability to manufacture and outsource manufacture cost-effectively, Weinberg made ten trips to China and a year and a half later, Weinberg found a suitable manufacturer.

7. Brown has informed Weinberg that Brown submitted a Non-Provisional application prior to September 13, 2003, which claims benefit of the provisional application serial no. 60/410,098 filed on September 12, 2002. Brown informed Weinberg that Brown submitted the nonprovisional application without stating Weinberg as a co-inventor.

8. After repeated requests, neither Brown nor Adams, Schwartz & Evans, P.A., will allow access, even if under a nondisclosure agreement, and will not provide a serial number and filing date of this nonprovisional patent application

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Executed this twenty-seventh day of February 2004.

A handwritten signature in black ink, appearing to be 'CAW', with a long horizontal line extending to the right and a vertical line dropping down from the end.

Christopher Alan Weinberg

## **APPENDIX TO DECLARATION**

Confidentiality Agreement dated January 26, 2003.

Confidentiality Agreement dated August 31, 2003



## Confidentiality Agreement

Whereas the undersigned party (grantee) fully understands and agrees that information of a confidential nature is being shared with the same on Aug 31th, 2002 by:

Chris Weinberg of ADI Pets, Inc. and Van H. Brown of Carolina Prime Pet, grantors.

The grantee understands that this information is in regard to various products (confidential items) in the "Patent Pending" state in the U.S. and the EU, and further agrees that this information is the sole intellectual property of Chris Weinberg and Van H. Brown.

The grantor agrees to provide additional supplies and technology to produce the confidential items. The grantee agrees that supplies in his/her possession shall remain the property of the grantors, and cannot be used for any other purpose unless specified in writing by the grantors. The grantee agrees to also be financially responsible for the cost of the supplies in the event of any type loss from theft, fire, insect infestation, spoilage, or any other damage.

The grantee agrees to hold and protect all information provided by the grantors in regard to these confidential items. The grantee further agrees not to provide any verbal or visual information regarding these products to any person or entity and is responsible for maintaining all employees, associates, related persons, and companies in this same state of confidence.

The laws of the United States of America, the State of North Carolina, and the State of California shall govern this agreement.

The undersigned (grantee) understands and agrees to all of the above and shall not be released from this agreement by the grantor for a period of 20 years from the above date or until the US patent on said items expire.

Signature [Signature] Position General Manager

Wenling Xintai arts and crafts  
Date \_\_\_\_\_ Company Name Co. Ltd.

Signature [Signature] Position Export Director

41, zhanqian Rd.  
Address Wenling, Daxi;  
P. R. China

Witness \_\_\_\_\_ Date \_\_\_\_\_

## Confidentiality / Exclusivity Agreement

Whereas the undersigned party ( grantee ) fully understands and agrees that information of a confidential nature is being shared with the same on JANUARY 26, 2003 by:

Chris A. Weinberg of ADI Pet, Inc. and Van H. Brown of Carolina Prime Pet, grantors.

The grantee understands that this information is in regard to various products (confidential items) in the "Patent Pending" state in the U.S. and the EU, and further agrees that this information is the sole intellectual property of Chris A. Weinberg and Van H. Brown.

The grantor agrees to provide additional supplies and technology to produce the confidential items. The grantee agrees that supplies in his/her possession shall remain the property of the grantors, and cannot be used for any other purpose unless specified in writing by the grantors. The grantee agrees to also be financially responsible for the cost of the supplies in the event of any type of loss from theft, fire, insect infestation, spoilage, or any other damage.

The grantee agrees to hold and protect all information provided by the grantors in regard to these confidential items. The grantee further agrees not to provide any verbal or visual information regarding these products to any person or entity and is responsible for maintaining all employees, associates, related persons, and companies in this same state of confidence.

The grantee agrees to exclusively manufacture the confidential, "Patent Pending" items for Chris A. Weinberg of ADI Pet, Inc., and Van H. Brown of Carolina Prime Pet, grantors. Furthermore, the grantee is responsible for maintaining all employees, associates, related persons, and companies in this same state of exclusive manufacturing for Chris A. Weinberg and Van H. Brown.

The laws of the United States of America, the State of North Carolina, and the State of California shall govern this agreement.

The undersigned ( grantee ) understands and agrees to all of the above and shall not be released from this agreement by the grantors for a period of 20 years from the above date or until the US patent on said item expires.

Signature

Position

Date

Company Name

26 JAN. 2003

JOC

Witness

Position

Address

2003. 1. 26.

JOC.